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PART VI.

PUBLIC ADVERTISEMENTS.

FOREST DEPARTMENT.

BANGALORE DISTRICT.

RESALE OF FUEL TREES.

Notification dated 9th April 1932.

It is hereby notified for general information that the right to cut and remove fuel trees in arrear Coupe No. 14 of area 32 acres available for exploitation of Makalidurga State Forest with 22 lots of fuel felled therein in Bangalore Range for the year ending June 1932, will be resold by public auction by the undersigned or any other person deputed by him on 29th April 1932, at Makalidurga Railway Station in Dodballapur Taluk (at the risk of the original purchaser, as he has failed to pay up the three-fourths sale amount) subject to the conditions noted below:—

The resale will commence at 2 P.M., precisely, and will be subject to the confirmation of the District Forest Officer in case of bids of Rs. 1,000 and below and of the Chief Conservator of Forests in Mysore in other cases.

N.B.—It should be clearly noted that the Contractor shall make his own arrangements for the removal of fuel from the coupes and that the Forest Department will not undertake any responsibility in the matter of opening of roads, etc.

2. Each bidder shall, before he is permitted to bid, be required to furnish a solvency certificate as under the Tangadi Sale Rules and deposit a sum of Rs. 50 (rupees fifty) as earnest money with the officer conducting the sale. The deposit will be returnable to him at the close of the sale, if his bid is not accepted. The person whose bid is accepted shall immediately after the close of the sale pay 25 per cent of the bid amount and local cess at one anna per rupee and education cess at six pies per rupee less the deposit already paid, failing which, the right will be resold or worked by the department at the risk of the defaulting bidder. He will be liable for the loss, if any, that may result by such resale or departmental working which will be recoverable from him as arrears of land revenue, but he shall not participate in any gain.

3. Defaulters to the Department will not be allowed to bid at the sale.

4. All fuel yielding trees except those reserved by the Department will be sold for a lumpsum amount for the whole coupe.

5. Power is reserved to the District Forest Officer or such other officer conducting the sale as may be deputed by the District Forest Officer to accept or reject any bid without assigning any reason therefor.

6. Within a week from the date of intimation regarding the confirmation of the sale, the person whose bid is accepted shall deposit a sum of Rs. 50 (fifty) or 25 per cent of the sale amount whichever is less for each coupe as security towards the due fulfilment of his contract. He shall also pay within that period the remaining 75 per cent of the contract amount due by him and shall execute an agreement on a stamped paper of proper value accepting the above terms and the terms specified below, failing which the amount already paid will be forfeited to Government and the produce resold or worked by the Department at his risk as noted in clause (2) *supra*. The security deposit or the balance thereof as may remain over shall be repayable to the contractor on his producing proof relieving him of any liability under the contract.

The following are the further conditions to which the contractor should bind himself:—

In case of coupes where timber is also available, the contractor should also bind himself to the conditions of notification of sale of timber trees published on pages 10 and 11, Part I of the *Mysore Gazette*, dated 5th January 1928. In the case of Forests for which working plans, have been sanctioned, the purchaser should also abide by the conditions contained therein.

(*a*) That he shall fell and remove the fuel trees purchased by him before the 30th June 1932

(*b*) That he shall make the fellings of the trees in a methodical manner from one side of the coupe coppicing the stumps of the trees felled leaving the standard trees marked on the area intact along with all the trees less than one foot in girth, trees yielding Minor Forest Produce and all trees, shrubs and thorny growths and that are coming up within a radius of six feet from the sandal trees and saplings.

(*c*) That each consignment of fuel shall be covered by a passport issued by the Range Officer or any other officer deputed by the District Forest Officer in this behalf.

(*d*) That if any tree, shrub, or growth reserved by the Department as noted in clause (*b*) *supra* is cut, he shall pay a fine not exceeding Rs. 10 per tree.

(*e*) That he shall abide by the rules of the Department as regards the kindling of fires and shall hold himself responsible for any forest offences committed by his agents, employees or workmen.

(*f*) That no operation shall take place in the forest after sunset and before sunrise.

(*g*) That he shall not sublet the contract to any body except with the written sanction of the District Forest Officer.

(*h*) That he shall have no right whatsoever over the coupes and over the fuel paid for but left unremoved in the coupes after the 30th June 1932.

(*i*) That he shall maintain a register in the form prescribed by the District Forest Officer showing the number of trees felled and the outturn of fuel resulting therefrom and shall keep it open for the examination of Forest Officers above the grade of guards.

(*j*) That for any breach of any of the conditions of the contract by the contractor or his Agents the contract shall be void at the option of the District Forest Officer and that the latter may after issuing to the contractor a notice of the cancellation of the contract, enforce forfeiture of all or any part of the deposit and shall resell the right or work it departmentally at the risk of the contractor as in clause (2) *supra*. If the deposit or part thereof is so forfeited it shall be immediately made good by the contractor.

RESALE OF FUEL TREES.

Notification dated 9th April 1932.

It is hereby notified for general information that the right to cut and remove fuel trees in coupe No. 12, area 83 acres and 28 guntas, Savandurga Felling Series of Savandurga State Forest in Closepet Range, for the month ending December 1932, will be resold by public auction by the undersigned or any other person deputed by him on 29th April 1932, at Closepet Range Forest Office (at the risk of the original purchaser, as he has failed to pay up the three-fourthssale amount) subject to the conditions noted below:—

The resale will commence at 2 P.M., precisely and will be subject to the confirmation of the District Forest Officer in case of bids of Rs. 1,000 and below and of the Chief Conservator of Forests in Mysore in other cases.

N.B.—It should be clearly noted that the Contractor shall make his own arrangements for the removal of fuel from the coupes and that the Forest Department will not undertake any responsibility in the matter of opening of roads, etc.

2. Each bidder shall, before he is permitted to bid, be required to furnish a solvency certificate as under Thangadi Sale Rules and deposit a sum of Rs. 50 (rupees fifty) as earnest money with the officer conducting the sale; the deposit will be returnable to him at the close of the sale, if his bid is not accepted. The person whose bid is accepted shall, immediately after the close of the sale, pay 25 per cent of the bid amount and Local Cess at one anna per rupee and Education Cess at tix pies per rupee less the deposit already paid, failing which, the right will be resold or worked departmentally at the risk of the defaulting bidder. He will be liable for the loss, if any, that may result by such resale or departmental working which will be recoverable from him as arrears of Land Revenue, but he shall not participate in any gain.

3. Defaulters to the Department will not be allowed to bid at the sale.

4. All fuel yielding trees except those reserved by the Department will be sold for a lumpsum amount for the whole coupe.

5. Power is reserved to the District Forest Officer or such other officer, conducting the sale, as may be deputed by the District Forest Officer to accept or reject any bid without assigning any reason therefor.

6. Within a week from the date of intimation regarding the confirmation of the sale, the person whose bid is accepted, shall deposit a sum of Rs. 50 (fifty) or 25 per cent of the sale amount whichever is less for each coupe as security towards the due fulfilment of his contract. He shall also pay, within that period, the remaining 75 per cent of the contract amount due by him and shall execute an agreement on a stamped paper of proper value, accepting the above terms and the terms specified below, failing which, the amount already paid will be forfeited to Government and the produce resold or worked departmentally at his risk as noted in clause (2) *supra*. The security deposit or the balance thereof as may remain over shall be repayable to the contractor on his producing proof, relieving him of any liability under the contract.

The following are the further conditions to which the contractor should bind himself :—

In case of coupes where timber is also available the contractor should also bind himself to the conditions of notification of sale of timber trees published on pages 10 and 11, Part I of the *Mysore Gazette*, dated 5th January 1928. In the case of Forests for which working plans, have been sanctioned, the purchaser should also abide by the conditions contained therein.

(*a*) That he shall fell and remove the fuel trees purchased by him before the 31st December 1932.

(*b*) That he shall make the fellings of the trees in a methodical manner from one side of the coupe coppicing the stumps of the trees felled, leaving the standard trees marked on the area intact along with all the trees less than one foot in girth, trees yielding Minor Forest Produce and all trees, shrubs and thorny growths and that are coming up within a radius of six feet from the sandal trees and saplings.

(c) That each consignment of fuel shall be covered by a passport issued by the Range Officer or any other officer deputed by the District Forest Officer in this behalf;

(*d*) That if any trees, shrub or growth reserved by the Department as noted in clause (*b*) *supra* is cut, he shall pay a fine not exceeding Rs. 10 per tree;

(*e*) That he shall abide by the rules of the Department as regards the kindling of the fires and shall hold himself responsible for any forest offences committed by his agents, employees or workmen;

(*f*) That no operation shall take place in the forest after sunset and before sunrise;

(*g*) That he shall not sublet the contract to anybody except with the written sanction of the District Forest Officer.

(*h*) That he shall have no right whatsoever over the coupe and over the fuel paid for but left unremoved in the coupes, after the 31st December 1932;

(*i*) That he shall maintain a register in the form prescribed by the District Forest Officer showing the number of trees felled and the out-turn of fuel resulting therefrom and shall keep it open for the examination of Forest Officers above the grade of guards;

(*j*) That for any breach of any of the conditions of the contract by the contractor or his agents, the contract shall be void at the option of the District Forest Officer and that the latter may, after issuing to the contractor a notice of the cancellation of the contract, enforce forfeiture of all or any part of the deposit and shall resell the right or work it departmentally at the risk of the contractor as in clause (2) *supra*. If the deposit or part thereof is so forfeited, it shall be immediately made good by the contractor.

M. V. NARASIMHAIYA,
District Forest Officer.

KOLAR DISTRICT.

Abstract Notification, dated 18th March 1932.

The attention of the intending purchasers is drawn to page Nos. 335 and 336 of Part VI of the *Mysore Gazette*, dated 7th April 1932, advertising sale of collecting muthuga leaves from State Forests of the several Taluks in the District from date of confirmation to end of June 1934.

S. VENKATAVARADIENGAR,
District Forest Officer.

MYSORE DISTRICT.

Notification, dated 11th April 1932.

The undermentioned quantities of timber will be sold by the District Forest Officer, Mysore District, or any other officer authorised by the District Forest Officer, at 2 P.M. on the date noted against the Depot under the following conditions:—

Name of Depot	Date of sale	Teak	Matti	Honne	Beete	Other kinds	Remarks
		C.ft.	C.ft.	C.ft.	C.ft.	C.ft.	
1. Mysore Woodyard ..	18th May 1932 ..	7,000	2,000	500	250	250	More or less
	Teak scantlings and rafters	..	..	..	..	200	

Conditions.

1. Each bidder shall place a deposit of Rs. 200 with the officer conducting the sale but defaulters to the department will not be allowed to bid at the sales.

In the case of purchasers of timber in small quantities, full value thereof will be accepted if tendered on the spot, and the payment of deposit in such cases will not be insisted upon.

2. Any person bidding at the sale may be required by the officer conducting the sale to state whether he is bidding on his own behalf or as an agent, and in the latter case, to produce a written authority duly signed by the principal.

3. The highest bidder shall ordinarily be the purchaser, but the officer conducting the sale can reject any bid or stop the sale at any stage without assigning any reason to the intending purchasers.

4. Immediately after the lot is knocked down to him, the successful bidder shall sign his name opposite the number and specification of the lot bought by him in a book provided for the purpose. Such signature shall be held as admission on his part of having bought such lot and of having accepted the terms of the sale as herein specified. All sales of which the amount exceeding Rs. 500 in each case or subject to the confirmation of the Chief Conservator and in other cases to that of the District Forest Officer.

5. After conclusion of the sale, each purchaser shall pay 10 per cent of the amount in cash to the officer conducting the sale and obtain in return from him a receipt vouching for the payment of the one-tenth value as well as the initial deposit of Rs. 200. Should any purchaser fail to comply with this rule, the initial deposit of Rs. 200 shall at once be forfeited to Government and the officer conducting the sale shall be at liberty to resell the timber purchased by such defaulter who shall be required to make good any loss, but shall not participate in any profit from such resale. The amount due by such defaulter on account of loss from resale shall be recovered from him as a revenue demand under section 79 of the Mysore Forest Regulation. In calculating such losses, the initial deposit forfeited to Government shall not be taken into account.

In cases of resales for default of payment of value, where no bidders are forthcoming, it will be open to the District Forest Officer to fix such price as may appear to be reasonable and to proceed for the recovery of the balance, from the defaulter if any, after deducting the price so fixed from the original sale amount. A registered notice should be issued to the defaulter intimating the price fixed by the District Forest Officer for the unsold wood and the amount still due from him will be recovered as arrears of land revenue.

6. The deposits tendered by the unsuccessful bidders shall be returned immediately after the sales are concluded, those of successful bidders being lodged in the Savings Bank as security deposit.

7. The full value of all timber purchased shall be paid for within 30 days after the date of sale or within 15 days after the date of the notice of confirmation of the sale whichever is later. In case of purchases of above Rs. 1,000 in value, the purchaser shall be permitted to pay up the balance in instalments of not less than Rs. 1,000 provided the full value is paid not later than the (15th May 1932). The money shall be paid into such treasury as the District Forest Officer may direct within the time specified.

8. If the amount is not fully paid for by the purchaser before the dates fixed above, the initial deposit as well as the other moneys already paid in shall be forfeited to Government and all or any portion of the timber not fully paid for shall be resold at the risk of the purchaser in the manner prescribed for default of payment of one-tenth value in clause 5 *supra*.

9. No timber lot shall be permitted to be removed by the purchaser unless it has been paid for in full, calculated at the rates at which the timber is knocked down to him at the time of sale, excluding the ten per cent deposit paid for the lot at the time of the sale, and no timber shall be removed from the depot unless a permit is obtained from the Forest Officer in charge of the depot. The earnest money will not be adjusted towards the value of timber, until 90 per cent of the purchase money over and above the security deposit has been paid.

10. Timber purchased should be removed as early as possible, and in no case, should it be allowed to remain longer than 90 days after the dates fixed in clause seven *supra*. Timber not removed after purchase will remain in the Depot at the risk of the purchaser from the date of the confirmation of the sale.

11. If the timber is not removed within the time allowed, the same may, after ten days' notice to the purchaser, be sold in public auction and the proceeds will be given to the purchaser after defraying all the expenses in connection with the resale.

12. The deposit of Rs. 200 will remain as security for the due fulfilment of all and every one of the terms of sale, on the breach of any of which by the purchaser, the District Forest Officer shall be entitled to forfeit the deposit in whole or in part and in the event of such forfeiture, the sum so forfeited shall be immediately made good by the purchaser so long as the transaction is not finally closed. The security deposit or the balance thereof, if any, shall be returned to the purchaser after the full value of timber purchased has been paid for and the timber fully removed.

13. Interest will be charged at nine per cent on all belated payments (from the date of their falling due up to the date of payment).

H. S. NARAYANA RAO,
District Forest Officer.

SHIMOGA DIVISION.

Abstract Notification, dated 30th March 1932.

The attention of the public is invited to the detailed notification, dated 28th March 1932, calling for tenders for the purchase of the right of extracting and removing big bamboos from the Sacrebyle and other Forests published in pages 337 and 338 of Part VI of the *Mysore Gazette*, dated 7th April 1932.

Date up to which tenders will be received is 27th April 1932.

Abstract Notification, dated 1st April 1932.

It is hereby notified for the general information of the public that auction sale of timber in the Depots noted below will be held on the dates noted against each. For full particulars please refer to detailed notification dated 1st April 1932, published on pages 338 and 339, Part VI of the *Mysore Gazette*, dated 7th April 1932:—

1	Chordi Depot	..	...	...	19th April 1932
2	Harokoppa Depot	...	...	...	21st do
3	Shikarpur	,,	...	...	.. 22nd do
4	Shiralkoppa	,,	...	...	.. 23rd do
5	Anavatti	,,	...	...	... 25th do
6	Shakunavalli	,,	...	...	... 26th do
7	Arasalu	,,	..	...	... 20th do
8	Sagar	,,	...	...	... 22nd do
9	Jog	,,	...	...	... 23rd do

C. A. JABBAR,
District Forest Officer.

BHADRAVATI DIVISION.

Abstract Notification dated 30th March 1932.

The attention of the public is invited to the notification of date calling for tenders for the carting of timber from coupes to the depot of the Division, published on page 340, Part VI of the *Mysore Gazette*, dated 7th April 1932.

SALE OF TIMBER.

Notification dated 16th April 1932.

The undermentioned quantities of timber will be sold by public auction under the following conditions at the following Depot by the District Forest Officer, Bhadravati Division or any other Gazetted Officer deputed by him for the purpose from 8 A.M. to 12 noon and 2 P.M. to 5 P.M. on the dates noted below :—

Sl. No.	Name of Depot	Teak	Matti	Bite	Nandi	Horne	Other kinds	Date of sale	Remarks:
		C.ft.	C.ft.	C.ft.	C.ft.	C.ft.	C.ft.		More or less
1	Tarikere Depot ..	5,000	3,000	3,000	2,000	..	2,000	18th May 1932 ..	
2	Bhadravati Depot ..	3,000	..	..	..	1,000	1,000	14th do ..	
3	Channagiri do ..	4,000	..	..	..	..	..	10th do ..	
4	Ubrani do ..	3,000	..	..	..	..	..	12th do ..	

N.B.—In the Case of Channagiri and Ubrani Depots the sale commence at 2 P.M.

N.B.—Timber belonging to the defaulters of previous sales also will be resold on the above dates at their risk.

Conditions.

1. Each bidder shall place a deposit of Rs. 200 with the officer conducting the sale but defaulters to the department will not be allowed to bid at the sales.

In the case of purchasers of timber in small quantities full value thereof, will be accepted, if tendered on the spot and the payment of deposit in such cases will not be insisted upon.

2. Any person bidding at the sale may be required by the officer conducting the sale to state whether he is bidding on his own behalf or as an agent, and in the latter case, to produce a written authority duly signed by the principal.

3. The highest bidder shall ordinarily be the purchaser, but the officer conducting the sale can reject any bid or stop the sale at any stage without assigning any reason to the intending purchasers.

4. Immediately after the lot is knocked down to him, the successful bidder shall sign his name opposite the number and specification of the lot bought by him in a book provided for the purpose. Such signature shall be held as admission on his part of having bought such lot and of having accepted the terms of the sale as herein specified. All sales of which the amount exceeds Rs. 500 in each case are subject to the confirmation of the Conservator and in other cases to that of the District Forest Officer.

5. After conclusion of the sale, each purchaser shall pay 10 per cent of the amount in cash to the officer conducting the sale and obtain in return from him a receipt vouching for the payment of the one-tenth value as well as the initial deposit of Rs. 200. Should any purchaser fail to comply with this rule, the initial deposit of Rs. 200 shall at once be forfeited to Government and the officer conducting the sale shall be at liberty to resell the timber purchased by such defaulter who shall be required to make good any loss, but shall not participate in any profit from such resale. The amount due by such defaulter on account of loss from resale shall be recovered from him as a revenue demand under section 79 of the Mysore Forest Regulation. In calculating such losses, the initial deposit forfeited to Government shall not be taken into account.

6. The deposits tendered by the unsuccessful bidders shall be returned immediately after the sales are concluded, those of successful bidders being lodged in the Savings Bank as security deposit.

7. The full value of all timber purchased shall be paid for within 30 days after the date of sale or within 15 days after the date of the notice of confirmation of the sale, whichever is later. In case of purchases of above Rs. 1,000 in value, the purchaser shall be permitted to pay up the balance in instalments of not less than Rs. 1,000 provided the full value is paid not later than the 25th June 1932. The money shall be paid into such treasury as the District Forest Officer may direct, within the time specified.

Ordinarily, no extension of time will be given for the payment of any amount, but if any amount is permitted to be paid after the due date, interest will be charged therein at nine per cent per annum.

8. If the amount is not fully paid for by the purchaser before the date fixed above, the initial deposit as well as the other moneys already paid in, shall be forfeited to Government and all or any portion of the timber not fully paid for shall be resold at the risk of the purchaser in the manner prescribed for default of payment of one-tenth value in clause 5 *supra*.

9. No timber lot shall be permitted to be removed by the purchaser unless it has been paid for in full, calculated at the rates at which the timber is knocked down to him at the time of sale, excluding the 10 per cent doposit paid for the lot at the time of the sale and no timber shall be removed from the depot unless a permit is obtained from the Forest Officer in charge of the depot. The earnest money will not be adjusted towards the value of timber, until 90 per cent of the purchase money over and above the security deposit has been paid.

10. Timber purchased should be removed as early as possible, and in no case should it be allowed to remain longer than 90 days after the dates fixed in clause 7 *supra*. Timber not removed after purchase, will remain in the Depot at the risk of the purchaser from the date of the confirmation of the sale.

11. If the timber is not removed within the time allowed, the same may, after ten days' notice to the purchaser, be sold in public auction and the proceeds will be given to the purchaser after defraying all the expenses in connection with the resale.

12. The deposit of Rs. 200 will remain as security for the due fulfilment of all and every one of the terms of sale, for the breach of any of which by the purchaser, the District Forest Officer shall be entitled to forfeit the deposit in whole or in part and in the event of such forfeiture, the sum so forfeited, shall be immediately made good by the purchaser so long as the transaction is not finally closed. The security deposit or the balance thereof, if any, shall be returned to the purchaser after the full value of timber purchased has been paid for and the timber fully removed.

H. V. RANGASWAMIENGAR,
District Forest Officer.

MISCELLANEOUS DEPARTMENTS.

KOLAR DISTRICT.

Notice dated 14th April 1932.

Tenders are hereby invited for the privilege of vending arrack and toddy from 1st July 1932 to the 30th June 1933 in the following shops reserved at the time of the Excise sales of the Mulbagal Taluk, held on the 12th April 1932:—

Arrack	Current monthly rental	Toddy	Current monthly rental
	Rs.		Rs.
1 Mulbagal	175	1 Mulbagal	
2 Byrakur	31	2 Sangasandra	
2 Avani	53	3 Kappalamadugu ...	
		4 Gumlapura	650
		5 Avani	
		6 Kothamangala ...	
		7 Thathighatta	

In respect of Toddy shops, tenders may be presented either for the entire group or for each shop separately.

An earnest money of Rs. 25 will be required from any person wishing to tender for individual shops, under arrack and Rs. 100 for the toddy shops collectively and Rs. 25 for a single shop. As required in G. O. No. Fl. 5515—Ex. 78-29, dated 17th February 1930, the tenderers should credit the earnest money referred to, into the Taluk Treasury at Mulbagal and send the tender with the Treasury chellan to the Deputy Commissioner, Kolar District, in a sealed cover, superscribed "Tender for the Excise shops of Mulbagal Taluk", so as to reach him on or before the *7th May* 1932, after which date, no tender will be accepted.

The tenders will be opened by the Deputy Commissioner in his office at 2 P.M., on the aforesaid date, in the presence of such of the tenderers as may be present at the time. The final disposal of the privilege rests with the Deputy Commissioner, who reserves to himself full powers to reject any or all of the tenders without assigning reason therefor. The privilege for which tenders are now invited will be conceded subject to the conditions laid down in Notifications Nos. Fl. 5515—Ex. 78-29-2, dated the 17th February 1930 and Fl. 6587—Ex. 70-30-2, dated the 23rd February 1931.

Details of consumption and rentals of the shops for previous years will be available in the Taluk Office, Mulbagal and the Range Office at Kolar.

S. N. APPANNA IYENGAR,
Offg. *Deputy Commissioner.*